

8011210138

309 St. N.W. Bldg.
Brem. 98110

FILED FOR RECORD
REQ. OF Sanchez, Paulson,
Mather
1980 NOV 21 PM 1:53
SHERILL HUFF
KITSAP COUNTY AUDITOR
DEPUTY R.C.D.

AGREEMENT TO PARTIALLY TERMINATE LEASE

THIS AGREEMENT made this 1st day of Nov.,
1980, by and between THEODORE C. BLOMBERG and MARIAN J. BLOMBERG,
his wife, hereinafter referred to as "Lessor"; and LENT'S, INC.,
a Washington corporation, hereinafter referred to as "Lessee";

WHEREAS, the parties have entered into a lease dated January
1, 1974, a copy of which is attached hereto as Exhibit "A" and
incorporated herein by this reference as though fully set forth;
and

WHEREAS, the parties desire to terminate said lease with
respect to a portion of the demised premises described therein;
now, therefore

In consideration of the mutual covenants contained herein,
and the mutual covenants contained in that certain Purchase
Agreement between LENT'S, INC., as Seller, and SERVICE FUEL CO.,
INC., as Purchaser, dated the 1st day of Nov.,
1980, the parties agree as follows:

I.

The above described lease, as it applies to the following
parcel of real property:

That portion of Lots 22 and 23, Plat of Joseph Daly's
Garden Tracts, Records of Kitsap County, Washington,
described as follows:

Beginning at the monument case at the centerline of
Pennsylvania Avenue North and the intersection of
Marguerite Avenue, which is now vacated; thence westerly
perpendicular to the centerline of Pennsylvania Avenue
North 35.00 feet; thence Northerly parallel to
Pennsylvania Avenue North 21.00 feet, more or less,
to the outside corner of a concrete wall and the true
point of beginning; thence following the outside of
the concrete wall in its entirety North 36.00 feet;
thence Westerly 27.00 feet; thence Northerly 19.00 feet;
thence Westerly 36.00 feet; thence Southerly 48.00 feet;
thence Westerly 32.00 feet; thence Southerly 7.00 feet;
thence Easterly 95.00 feet, more or less, to the true
point of beginning.

is hereby terminated and shall have no further force and effect.

8011210138

REEL 216 FR 1847

II.

The parties further agree that said lease, as it applies to the remainder of the demised premises, is hereby ratified and confirmed, and shall remain in effect until the termination date set forth therein.

IN WITNESS WHEREOF, the parties have executed this agreement *as of* the day and year first above written.

Theodore C. Blomberg
THEODORE C. BLOMBERG

Marian J. Blomberg
MARIAN J. BLOMBERG

LENT'S, INC.

By T. Blomberg
President

By Rosalie Blomberg
Secretary

STATE OF WASHINGTON)
 : ss.
COUNTY OF KITSAP)

On this day personally appeared before me THEODORE C. BLOMBERG and MARIAN J. BLOMBERG, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of November, 1980.

J. Paul
Notary Public in and for the State of
Washington, residing at Bremerton.

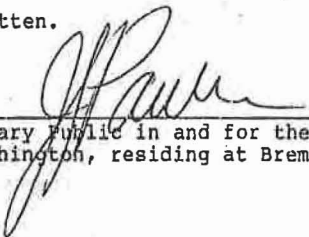
8011210138

REEL 216FR1848

STATE OF WASHINGTON)
COUNTY OF KITSAP : ss.

On this 6th day of November, 1980, before
me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared
T. Blomberg and Rosalie Blomberg
_____, President and Secretary, respectively, of LENT'S, INC.,
the corporation that executed the foregoing instrument, and
acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that they were authorized to execute
the said instrument, ~~and that the seal affixed is the corporate~~
~~seal of said corporation.~~

WITNESS my hand and official seal hereto affixed the
day and year first above written.


Notary Public in and for the State of
Washington, residing at Bremerton.

8011210138

REEL 216FR1849

LEASE

THIS INDENTURE made and entered into this 1st day of January, 1974, by and between THEODORE C. BLOMBERG and MARIAN BLOMBERG, his wife, Lessor, and LENT'S, INC., a Washington corporation, Lessee.

WITNESSETH:

1. For and in consideration of the rentals herein reserved and the covenants hereinafter set forth, Lessor leases to Lessee, and Lessee leases from Lessor, the real estate more fully described on Schedule A, attached hereto, situated in Kitsap County, Washington, subject to the reservations and exceptions hereinafter set forth, upon the following terms and conditions.

2. The term of this lease shall be for a period of TEN (10) YEARS commencing upon the 1st day of January, 1974, and ending upon the last day of December 1983.

3. The monthly rental shall be THREE THOUSAND ^{FIVE HUNDRED} ~~dollars~~ ^{m.} (\$3,500.00) ~~(\$2,000.00)~~ per month, payable in advance on the 1st day of each and every month, at the business address of Lessor. Should Lessor agree to make any alterations or additions to the present facilities for the benefit of Lessee, the monthly rental shall be adjusted by agreement and to the satisfaction of both Lessor and Lessee.

4. Lessee agrees to provide and pay for its own service utilities, including water, electricity, gas, heat and all other utilities, which may be required or used by Lessee.

Lessor shall pay all real estate taxes and assessments on the premises; provided, however, that Lessee shall pay the amount of any increases therein over the amount of such taxes payable during the calendar year 1974.

8011210138

EXHIBIT "A"

REEL 216FR1850

5. Lessee agrees to keep said premises in a clean, neat and orderly condition and will not permit waste thereon or conduct therein any unlawful business or enterprise and Lessee agrees to operate said premises in compliance with all laws and public regulations.

6. Lessee shall not assign or sublet this lease or any portion of the premises without the written consent of Lessor. In the event Lessor does so consent in writing to said assignment or subletting it is agreed that this shall not constitute a waiver of this provision as to subsequent assignments or subletting without Lessor's written consent.

7. Lessor shall not be required to make any repairs or any alterations to the property or any structures thereon, and no alterations or changes in the walls, floors or ceilings of said premises shall be made by Lessee without the written consent of Lessor. All improvements made by Lessee with the consent of Lessor which are substantial and make necessary any structural change or alterations in said premises shall become the property of Lessor at the termination of this lease or any extension thereof.

8. Lessee shall surrender possession of said premises at the expiration of this lease without further notice to quit and without further notice to repair and in as good repair and condition as the same are now in or may hereafter be placed, unavoidable wear through careful use or damage by fire caused without any fault on Lessee's part excepted.

9. Lessee shall hold Lessor harmless from any and all liabilities which may arise by virtue of the tenancy of said property by Lessee. In the event any judgment should be obtained against Lessor arising out of Lessee's occupancy, or tenancy of said property, Lessee shall pay the same, and if any such judgment should be unpaid and

8011210138

unsatisfied; such failure to pay the same shall constitute a breach of this lease for which the same may be cancelled at the option of Lessor.

10. Any failure on Lessee's part to comply with any of the terms, covenants and conditions of this lease shall make the whole amount of rent for the term of this lease due, and Lessor may proceed to cancel the same, and they may elect to declare a forfeiture of its lease and all Lessee's rights thereunder, an ordinary notice to quit being sufficient for this purpose as well as a basis for suit for possession, and the acceptance of partial payments of rent due shall not constitute a waiver of the right of action for the balance due aided by attachment or of action for forcible entry and detained for possession on account of the unpaid balance of rent for the month upon which part payment was made. In the event such legal action is necessary by Lessor, Lessee shall pay to Lessor, a reasonable sum for Lessor's attorney's fees, said sum to be fixed by the court.

11. In the event Lessee should become insolvent or bankrupt, this lease shall immediately terminate and this lease shall in no event be considered an asset of the Lessee in the event of any such insolvency or bankruptcy.

12. In the event any or all of the premises herein demised are condemned by any government authority, including but not by way of limitation, school districts, city, State of Washington, or Federal Government, then this lease shall immediately terminate and the rights of Lessee shall be terminated and it shall not participate in any award of condemnation damages.

13. If during the term of this lease, the building improvements should be destroyed by fire or the elements, or partly destroyed,

8011210138

so as to render the premises wholly unfit for occupancy, then at Lessor's option said lease shall become null and void and shall cease from the date of such damage or destruction and Lessee shall immediately surrender said premises and all interest therein to Lessor, and the Lessee shall then be required to pay rent within the term only to the time of such surrender, and in case of destruction or partial destruction, as above mentioned, Lessor may re-enter and repossess said premises discharged of said lease, and may remove all parties therefrom. If said premises are repairable within ninety (90) days from the happening of such injury, then at the option of the Lessor he may restore or repair them, and the rent shall not run or accrue after the injury or while the process of repair is going on, and if Lessor exercises said option to repair or restore, he shall do so at all reasonable speed and the rent shall recommence after said repair is completed and the premises are fit for occupancy by Lessee.

14. Lessor shall at his expense maintain and repair the roof and exterior of the building, including foundations, except glass ^{and black topping} / Lessee shall at its expense make any other necessary repairs to the building, including glass, wiring, plumbing and all other repairs necessary for the use and enjoyment of said building, including interior painting and decoration.

15. Lessee shall keep said premises in a reasonable state of repair and in a clean and neat condition, reasonable wear excepted, and Lessor shall have the right to inspect the same at reasonable times and intervals.

16. Lessee accepts the condition of the premises as is, and Lessor as between these parties shall not be liable in damages, loss or injury to the person, property or effects of the Lessee or any other person

8011210138

suffering damages to the person or property in and about the same by reason or any present, future, latent or other defects in the form, character or condition of the premises, and Lessee shall be responsible as between the parties to remove all ice and snow from the immediate entrance and parking area in front of the premises used by customers of Lessee.

17. Either party upon written notice given to the other party at least thirty (30) days prior to the end of the third, sixth and ninth years of the lease term may ask for an adjustment of the rental and the parties shall in good faith promptly meet to negotiate a new rental rate. If the parties fail to negotiate a satisfactory rent within thirty (30) days after receipt of the written request to adjust the rent by the party to whom it was addressed, then the matter shall be submitted to a board of arbitrators, one member to be selected by each party and the third member to be selected by the two arbitrators selected by the parties. The parties agree to be bound by the determination of rent made by the arbitrators. The rent during the negotiation or arbitration period shall continue at the current rate but any change in the rent made by the arbitrators shall be effective as of the first day of January following the year in which timely notice was given to adjust the rent. Any change in rent shall not take into account the oil tanks, oil piping, concrete retaining walls and bases, and oil distribution facilities placed on the premises prior to or subsequent to the commencement date of this lease, by Lessee.

18. Lessor hereby releases Lessee of and from every and all right, claim and demand that Lessor may hereafter have against Lessee, its successors, or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and does hereby waive all right of subrogation in favor of insurance carriers against Lessee arising out any losses occasioned by fire and such items as are included under the

8011210138

5.

REEL 216FR1854

normal extended coverage clauses of fire insurance policies and does hereby waive all right of subrogation in favor of insurance carriers against Lessee arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and does hereby waive all rights of subrogation in favor of insurance carriers against Lessee arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and sustained by Lessor in or around premises. Lessee hereby releases Lessor from any and every right, claim and demand that Lessee may hereafter have against Lessor or Lessor's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Lessor arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and sustained by Lessee to its trade, fixtures, equipment and merchandise in premises. The waivers provided for in this paragraph shall be applicable and effective only in the event such waivers are obtainable from the insurance carriers concerned.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Theodore C. Blomberg
(Theodore C. Blomberg)

Marian Blomberg
(Marian Blomberg)

LESSOR

LENT'S, INC.

By [Signature]
President

By [Signature]
Secretary-Treasurer

LESSEE

8011210138

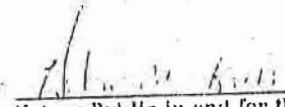
STATE OF WASHINGTON)

) ss.

COUNTY OF KITSAP.)

On this 1st day of January, 1974, personally appeared THEODORE C. BLOMBERG and MARIAN BLOMBERG, his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.


Notary Public in and for the State of
Washington, residing at Bremerton

NOTARIAL SEAL

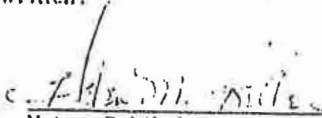
8011210138

REEL 216FR1856

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 1st day of January, 1974, personally appeared
THEODORE C. BLOMBERG and GORDON YOUNG, to me known to be the
President and Secretary-Treasurer of LENT'S, INC., the corporation
executing the foregoing instrument, and acknowledged said instrument to
be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath stated that they were authorized
to execute the said instrument and that the seal affixed is the corporate
seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and
year in this certificate above written.



Notary Public in and for the State of
Washington, residing at Bremerton

(NOTARIAL SEAL)

8011210138

SCHEDULE A

The legal description of real estate leased from LINT, DUXBURY & LINT, the lessor, to LINT'S, INC. on January 1, 1974, is as follows:

Parcel 1 The North 8 feet of Lot 19, and all of Lots 20, 21, 22 and 23, of Joseph Daly's Garden Tracts, Volume 4 of Plats, page 11.

Parcel 2 The South 34 feet of Lot 2 and all of Lots 3, 4 and 5 in Supplemental Plat of Bay View Garden Tracts, Volume 5 of Plats, page 19, also any right to the tidelands and waterfront area fronting and abutting on the natural watercourse or ravine along the easterly portion of Lot 1, Supplemental Plat of Bay View Garden Tracts and fronting on the East 25 feet of said Lot 1.

Parcel 3 East half of the following described property: Commencing at a point 430 feet West and 772.96 feet North of the Southeast corner of Lot 1, Section 14, Township 24 North, Range 1 East, W.M., thence North 66 feet, thence East 330 feet, to the point of beginning, containing one half acre more or less, subject to all existing roadways.

Parcel 4 Tracts 1 and 2, EXCEPT the South 40 feet of said Tract 2, as measured parallel along the South line thereof, Supplemental Plat of Bay View Gardens Tracts, as per Plat recorded in Volume 5 of Plats, page 19, TOGETHER WITH an Easement over the North 6 feet of the South 40 feet of said Tract 2, for roadway. Together with Tidelands of the first class abutting and in front of said property.

Situated in Kitsap County, Washington.

8011210138

REEL 216FR1858

8012290039

309 GT. N.W. 1/4 Sec. 24
Brem. 9831b

FILED FOR RECORD
REC. OF *ASAC 2, MARTIN*
1980 DEC 29 AM 9:23
Phusen

SHERIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY *R.L.D.*

LEASE

THIS LEASE made the 1st day of November, 1980,
by and between THEODORE C. BLOMBERG and MARIAN J. BLOMBERG, husband
and wife, of Bremerton, Washington, herein referred to as lessor,
and SERVICE FUEL CO., INC., of Bremerton, Washington, herein
referred to as lessee.

1. DESCRIPTION OF PREMISES

Lessor hereby demises and leases to lessee, and the lessee
hereby hires and takes from lessor for the term and upon the
rentals hereinafter specified, the premises consisting of that
certain real property legally described as follows:

That portion of Lots 22 and 23, Flat of Joseph Daly's
Garden Tracts, Records of Kitsap County, Washington,
described as follows:

Beginning at the monument case at the centerline of
Pennsylvania Avenue North and the intersection of
Marguerite Avenue, which is now vacated; thence westerly
perpendicular to the centerline of Pennsylvania Avenue
North 35.00 feet; thence Northerly parallel to
Pennsylvania Avenue North 21.00 feet, more or less,
to the outside corner of a concrete wall and the true
point of beginning; thence following the outside of
the concrete wall in its entirety North 36.00 feet;
thence Westerly 27.00 feet; thence Northerly 19.00 feet;
thence Westerly 36.00 feet; thence Southerly 48.00 feet;
thence Westerly 32.00 feet; thence Southerly 7.00 feet;
thence Easterly 95.00 feet, more or less, to the true
point of beginning.

2. TERM

The initial term of this lease shall be for ten (10) years,
commencing on November 1, 1980, and ending on October 31, 1990.
As used herein, the expression "term hereof" refers to such initial
term and to any renewal thereof as hereinafter provided.

3. RENT

The total rent for the initial term shall be Thirty Thousand
Dollars (\$30,000.00), payable in monthly installments on the 1st
day of each and every month of this lease in the amount of Two
Hundred Fifty Dollars (\$250.00) per month. All payments of rent
shall be paid to lessor at the lessor's address hereinabove set
forth or as may be otherwise directed by the lessor in writing.

4. PEACEFUL POSSESSION

Lessor covenants that lessee, on paying said rental and performing the conditions and covenants contained in this lease, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

5. PURPOSE

Lessee covenants and agrees to take good care of the demised premises and to use said demised premises only in the operation of the fuel oil tank farm presently existing on said premises and agrees not to use or permit the premises or any part thereof to be used for any other purpose without prior written consent of lessor endorsed hereon.

6. COMPLIANCE WITH LAWS

Lessee, at his own cost and expense, shall promptly comply with all laws, orders and regulations of federal, state, county, municipal and township authorities and with any direction of any public officer or officers pursuant to law which shall impose any violations, order or duty upon lessor or lessee with respect to the demised premises or the use and occupation thereof as part of the operation of the fuel oil storage and distribution business.

7. DEFAULT BY LESSEE

If lessee shall default in any of the terms and conditions of the lease, or if lessee shall abandon the property, then, in any one or more of such events, upon the lessor serving a written twenty (20) days' notice upon lessee specifying the nature of said default, and upon expiration of said twenty (20) days, and, if lessee has not diligently commenced curing said default within such twenty (20) day period and shall not with reasonable diligence and in good faith proceed to remedy said default, then lessor may serve a ten (10) day notice of cancellation of the lease upon lessee and upon expiration thereof, the lease and the term thereunder shall end and expire as fully and completely as if

the date of expiration of such ten (10) day period were the day fixed in said lease for the end and expiration of said lease and lessee shall then quit and surrender the demised premises to lessor.

8. IMPROVEMENTS

Lessee has examined the demised premises and accepts them in their present condition. The parties hereby acknowledge and agree that this lease is a ground lease and all fuel oil storage tanks and related equipment and fixtures, as well as any other fixtures or improvements located on the demised premises are personal property belonging to lessee and shall remain the property of lessee during the term hereof, and after expiration or other termination of this lease and any renewals thereof.

9. LIABILITY OF LESSOR

Lessor shall not be responsible for the loss or damage to property, or injury to persons, occurring in and about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the demised premises are a part, or for the acts, omissions or negligence of other persons in and about said property.

10. UTILITIES AND TAXES

Lessor shall be under no obligation to supply water, heat, light and power to the demised premises. Lessee shall pay for any and all utility services to the premises. Lessor shall pay all real estate taxes and assessments on the premises.

11. EMINENT DOMAIN

If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of lessor, shall forthwith terminate.

12. OPTION TO RENEW

Lessor grants to lessee, subject to the conditions set forth below, the right and option to renew this lease for a period of

ten (10) years, at a rental determined as provided below, and otherwise subject to all of the terms and conditions herein contained. This option must be exercised by the giving to lessor, on or before September 1, 1990, a written notice of the exercise thereof by lessee. Upon the giving of said notice, the parties shall in good faith promptly meet to negotiate a new rental rate. If the parties fail to negotiate a satisfactory rent prior to the expiration of the initial term, then the matter shall be submitted to a board of arbitrators, one member to be selected by each party and the third member to be selected by the two arbitrators selected by the parties. The parties agree to be bound by the determination of rent made by the arbitrators. The rent during the negotiation or arbitration period shall continue at the current rate, but any change in the rent made by the arbitrators shall be effective as of the 1st day of the renewal term. Lessor further grants to lessee, on the same terms and conditions recited herein, two (2) additional renewal options, each for a period of five (5) years, and each beginning on the expiration of the prior renewal term.

13. LICENSE: Lessor hereby grants to lessee a license for ingress, egress and other oil loading purposes, and more particularly described as follows:

A driveway 22 feet in width between Thompson Drive and Pennsylvania Avenue, with the North boundary aligned with the South boundary of the premises demised herein and the North boundary of Marguerite Avenue, across Lot 22, Plat of Joseph Daly's Garden Tracts, Records of Kitsap County, Washington, and Lot 3, supplement plat of Bayview Garden Tracts, as recorded in Volume 5 of Plats, Page 19, Records of Kitsap County, Washington.

Said license is for the benefit of the demised premises, and shall terminate upon the expiration of this lease, or any renewals thereof.

14. BINDING EFFECT

All of the terms and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs,

executors, successors and assigns of lessee and lessor.

EXECUTED at Bremerton, Washington this _____ day of

_____, 1980. as indicated below.

LESSOR:

Theodore C. Blomberg 11-6-80
THEODORE C. BLOMBERG

Marian J. Blomberg 11-6-80
MARIAN J. BLOMBERG

LESSEE:

SERVICE FUEL CO., INC.

By [Signature] 12-5-80
President

By William A. J. Smith 11-10-80
Secretary

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me THEODORE C. BLOMBERG and MARIAN J. BLOMBERG, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of November, 1980.

[Signature]
Notary Public in and for the State of Washington, residing at Bremerton.

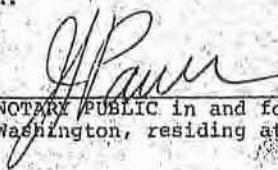
8012290039

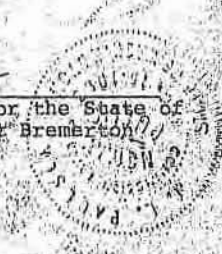
REEL 219 FR 1167

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this 5th day of December, 1980, before me,
the undersigned, a Notary Public in and for the State of Wash-
ington, duly commissioned and sworn, personally appeared JAMES W.
BENNETT, President of SERVICE FUEL CO., INC., the corporation
that executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said
corporation, for the uses and purposes therein mentioned, and
on oath stated that he was authorized to execute the said instru-
ment and that the seal affixed is the corporate seal of said
corporation.

WITNESS my hand and official seal hereto affixed the
day and year first above written.

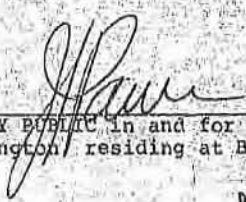

NOTARY PUBLIC in and for the State of
Washington, residing at Bremerton



STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

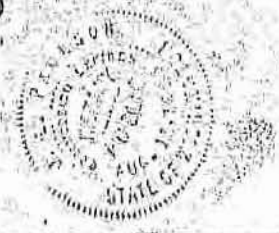
On this 10th day of November, 1980, before me,
the undersigned, a Notary Public in and for the State of Washing-
ton, duly commissioned and sworn, personally appeared WILLIAM A. J.
SMITH, Secretary of SERVICE FUEL CO., INC., the corporation that
executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said
corporation, for the uses and purposes therein mentioned, and on
oath stated that he was authorized to execute the said instrument
and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the
day and year first above written.


NOTARY PUBLIC in and for the State of
Washington, residing at Bremerton

REEL 219 FR 1168

8012290039





**PIONEER NATIONAL
TITLE INSURANCE**

ATICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

LAW OFFICES OF
SANCHEZ, MARTIN & PAULSON
A PROFESSIONAL SERVICE CORPORATION
309 GREAT NORTHWEST SAVINGS BUILDING
BREMERTON, WASHINGTON 98310

THIS SPACE RESERVED FOR RECORDER'S USE.

5

FILED FOR RECORD

REQ. OF *Sanchez Martin & Paulson*
1981 JAN 14 PM 3:11

SHERILL HUFF
KITSAP COUNTY AUDITOR
DEPUTY... *[Signature]*

8101140135

BILL OF SALE

FORM L 388

KNOW ALL MEN BY THESE PRESENTS: That **LENT'S, INC.**, of **Bremerton**
County of **Kitsap**, State of Washington, the part y of the first part,
for and in consideration of the sum of
One Hundred Twenty Thousand and no/100-----Dollars
lawful money of the United States of America, to it in hand paid by **SERVICE FUEL CO., INC.**,
the part y of the second part, the receipt whereof is hereby acknowledged, does by these presents grant,
bargain, sell and deliver unto the said part y of the second part, the following described personal property now
located at **1702 Pennsylvania Avenue N.**
in the City of **Bremerton**, County of **Kitsap** and State of Washington, to-wit:

Tank Farm and related equipment, Oil Dock and Inventory of Burner Oil, all
as more particularly described on Exhibit A attached hereto and incorporated
herein by this reference as though fully set forth.

TO HAVE AND TO HOLD the same to the said part y of the second part, its heirs, executors,
administrators and assigns forever. And said part y of the first part, for its heirs,
executors, administrators, covenant s and agree s to and with the said part y of the second part, its
executors, administrators and assigns, that said part y of the first part is owner of the said
property, goods and chattels and has good right and full authority to sell the same, and that it
will warrant and defend the sale hereby made unto the said part y of the second part, its
executors, administrators and assigns, against all and every person or persons, whomsoever, lawfully claiming or to
claim the same.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set its hand
and seal this 6th day of November, 1980.

LENT'S, INC. (SEAL)

By T. Blomberg, Pres. (SEAL)

By Rosalie Blomberg, Sec. (SEAL)

STATE OF WASHINGTON }
COUNTY OF KITSAP } ss.

On this 6th day of November, 1980, before me, the undersigned, a Notary
Public in and for the State of Washington, duly commissioned and sworn, personally appeared
T. Blomberg and Rosalie Blomberg
to me known to be the President and Secretary, respectively,
of **LENT'S, INC.**, the corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said corporation, for the
uses and purposes therein mentioned, and on oath stated that they are authorized to execute
the said instrument, and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above
written.

8101140135

REEL 220FR1783

NOTARY PUBLIC in and for the State of
Washington, residing at Bremerton

EXHIBIT "A"

1. Tank Farm and loading dock located on the following described real property and including ten (10) 20,000-gallon fuel tanks above ground with related pumps, valves, and bulkheads.

Beginning at the junction of Pennsylvania Avenue and the north boundary of easement right of way (22' extension of the north alignment of Margurete) in north portion of Lot 22, Joseph Daly Garden Tracts, proceed west 95 feet, thence north 7 feet, east 32 feet, north 10 feet of Lot 22 plus 45 feet of Lot 23, Joseph Daly Garden Tracts, east 36 feet, south 16 feet, east 27 feet, south 26 feet plus 10 feet of Lot 22, Joseph Daly Garden Tracts to point of origin.

2. Oil Dock located on the following described parcel of real property:

That portion of Lot 1, Supplement Plat of Bayview Garden Tracts, as recorded in Volume 5 of Plats, Page 19, and Lot 23, Plat of Joseph Daly's Garden Tracts, records of Kitsap County, described as follows:

Beginning at the Northeast corner of Thompson Drive being 120.25 feet more or less North of the Southwest corner of said Lot 1; thence South along the East margin of Thompson Drive 74.00 feet; thence South 89°49'45" East, parallel to the South line of said Lot 1 and the Easterly projection thereof 280.00 feet more or less to the East line of said Lot 23; thence Northerly, along the East line of said Lot 23, a distance of 80.00 feet more or less to the Northeast corner of said Lot 23; thence Northwesterly along the Northerly line of said Lot 23, a distance of 47.21 feet to the East line of said Lot 1; thence North 26°33'54" East, along the Easterly line of said Lot 1, a distance of 34.29 feet more or less to the Northeast corner of said Lot 1; thence North 75°14'39" West along the Northerly line of said Lot 1, a distance of 285.12 feet to the Northwest corner of said Lot 1; thence South along the West margin of said Lot 1, 125.59 feet more or less to a point 30.00 feet West of the point of beginning; thence East 30.00

8101140135

REEL 220FR1784

feet to the point of beginning;
TOGETHER WITH tidelands of the first class abutting
and in front of said property.
EXCEPT the South 8.00 feet thereof.
Situate in Kitsap County, Washington.

and which extends out over tidelands owned by the State
of Washington described as follows:

All harbor area in front of tract 23 and the west
half of Pennsylvania Avenue (Daly's Avenue) in
the plat of Joseph Daly's Garden Tracts in Lot
1, Section 14, Township 24 North, Range 1 East,
W.M., between two lines extending across the harbor
area at right angles to the outer harbor line,
one of said lines passing through the point of
intersection of the center line of Pennsylvania
Avenue with the inner harbor line and the other
through the point of intersection of the west line
of said Tract 23 with the inner harbor line.

Said harbor area is shown on the official maps
of Bremerton Tide Lands on file in the office of
the Commissioner of Public Lands at Olympia,
Washington.

3. Seller's inventory of burner oil.

8101140135

REEL 220FR1785



**PIONEER NATIONAL
TITLE INSURANCE**

A TICO COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

LAW OFFICES OF
SANCHEZ, MARTIN & PAULSON
A PROFESSIONAL SERVICE CORPORATION
309 GREAT NORTHWEST SAVINGS BUILDING
BREMERTON, WASHINGTON 98310

THIS SPACE RESERVED FOR RECORDER'S USE.

4
FILED FOR RECORD

REQ. OF *Sanchez, Martin & Paulson*

1981 JAN 14 PM 3:11

SHERILL HUFF
KITSAP COUNTY AUDITOR
DEPUTY *sl*

8101140136

BILL OF SALE

FORM L 328

KNOW ALL MEN BY THESE PRESENTS: That LENT'S, INC.,

County of Kitsap of Bremerton,
for and in consideration of the sum of _____, State of Washington, the part y of the first part,

One hundred twenty thousand and no/100----- Dollars
lawful money of the United States of America, to it In hand paid by SERVICE FUEL CO., INC.

the part y of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and deliver unto the said part y of the second part, the following described personal property now located at 1702 Pennsylvania Avenue N.
in the City of Bremerton, County of Kitsap and State of Washington, to-wit:

Tools and office equipment of Lents, Inc., Oil Department, including, but not limited to, those items described on Exhibit A attached hereto and incorporated herein by this reference as though fully set forth.

TO HAVE AND TO HOLD the same to the said part y of the second part, its heirs, executors, administrators and assigns forever. And said part y of the first part, for its heirs, executors, administrators, covenants and agrees to and with the said part y of the second part, its executors, administrators and assigns, that said part y of the first part is owner of the said property, goods and chattels and has good right and full authority to sell the same, and that it will warrant and defend the sale hereby made unto the said part y of the second part, its executors, administrators and assigns, against all and every person or persons, whomsoever, lawfully claiming or to claim the same,

IN WITNESS WHEREOF, The said part y of the first part has hereunto set its hand and seal this 6th day of November, 1980.

LENT'S, INC. (REAL)

By *T. Blomberg*, Pres. (REAL)

By *Rosalie Blomberg*, Sec. (REAL)

STATE OF WASHINGTON }

COUNTY OF KITSAP }

ss.

On this 6th day of November, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared *T. Blomberg* and *Rosalie Blomberg* to me known to be the President and Secretary, respectively, of LENT'S, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

8101140136

NOTARY PUBLIC in and for the State of Washington residing at Bremerton

REEL 220FA1786

EXHIBIT "A"

Office Furniture, Equipment and Tools

1 Secretary side desk
5 Metal desks
7 Secretarial Chairs
2 Straight Back Chairs
7 8" x 11" File Cabinets/4 drawers
1 8" x 14" File Cabinets/4 drawers
10 5" x 8" File Cabinets/2 drawers
4 5" x 8" File Cabinets/1 drawer
3 3" x 5" File Cabinets/1 drawer
4 Ledger Buckets with rollers
1 Chalkboard 36" x 48"
1 Typewriter - Olympia #7-1172436
1 Typewriter - Olympia #7-1250606
1 Posting Calculator - Olympia
1 Olivetti Editor III Typewriter #E1379091
4 Typewriter stands
1 Calculator - Elsi-Mate EL 1051 #69056901
1 Calculator - Elsi-Mate EL 1051 #59172212
1 Calculator - Casio R-12 #C-3201408
Miscellaneous Forms
Base Station
20 Radios

8101140136

REEL 220FR1787

FILED FOR CONG
REQ. LAND TITLE COMPANY

1985 AUG -2 PM 1:59

PAUL HUFF
KITSAP COUNTY AUDITOR
DEPUTY
QUIT CLAIM DEED

NO. 4365
KITSAP COUNTY
TRANSACTION EXCISE TAX

AUG 2 1985

PAID
AMOUNT *None*
COUNTY TREASURER
BY *[Signature]*

THE GRANTOR, L. IRENE LENT, individually, and as Executrix of

the Will and Estate of H. D. Lent, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration in hand paid, conveys and quit claims to THEODORE C. BLOMBERG and MARIAN J. BLOMBERG, his wife, the following described real estate, situated in the County of Kitsap, State of Washington:

Parcel 1 The North 8 feet of Lot 19, and all of Lots 20, 21, 22 and 23, of Joseph Daly's Garden Tracts, Volume 4 of Plats, page 11.

Parcel 2 The South ^{40 L&L} 34 feet of Lot 2 and all of Lots 3, 4 and 5 in Supplemental Plat of Bay View Garden Tracts, Volume 5 of Plats, page 19, also any right to the tide-lands and waterfront area fronting and abutting on the natural watercourse or ravine along the easterly portion of Lot 1, Supplemental Plat of Bay View Garden Tracts and fronting on the East 25 feet of said Lot 1.

Parcel 3 East half of the following described property: Commencing at a point 430 feet West and 772.96 feet North of the Southeast corner of Lot 1, Section 14, Township 24 North, Range 1 East, W.M., thence North 66 feet, thence West 330 feet, thence South 66 feet, thence East 330 feet, to the point of beginning, containing one half acre more or less, subject to all existing roadways.

Situated in Kitsap County, Washington.

In Warranty Deed recorded under Auditor's File No. 353788, recorded in Volume 303 of deeds, page 213, records of Kitsap County, the City of Bremerton makes the following reservations affecting Lots 22 and 23, Joseph Daly's Garden Tracts, and Lots 4 and 5, East half of Lot 3, and East half of South 40 feet of Lot 2, Supplemental Plat of Bay View Garden Tracts, Kitsap County, Washington:

1.



REEL 3487 562

8508020131

REEL 54FR1297

RESERVING, however, to the City of Bremerton, an easement to maintain and keep in repair the sewer pipe now installed across or on said lots, and grantor particularly reserves the sewer easements granted to the City of Bremerton by Duncan J. Clark and wife on July 10, 1939, and recorded in Volume 258 of deeds on pages 67 and 68, records of Kitsap County Auditor's File Nos. 305862 and 305863; and also sewer pipe easement dated March 12, 1940, recorded in Volume 260 of deeds, page 272, Kitsap County Auditor's File No. 308382.

DATED this 16TH day of April, 1974.

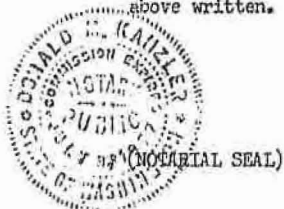
L. Irene Lent

L. Irene Lent, individually, and as
Executrix of the Will & Estate of
H. D. Lent

STATE OF WASHINGTON }
COUNTY OF PIERCE } ss.

On this 16TH day of April, 1974, personally appeared before me L. IRENE LENT, to me known to be the individual and Executrix of the Will and Estate of H. D. Lent, described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, in her individual capacity and as such Executrix, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.



Donald L. Kallies
Notary Public in and for the State
of Washington, residing at Tacoma

Filed for Record May 16 1974 at 10³² A M
Request of Lent, Blomberg, Lent
TED WRIGHT, Kitsap County Auditor, D.P.

8508020132

902835

QUIT CLAIM DEED

THE GRANTORS, ETHEL M. LENT, individually, and as Co-Executrix of the Estate of Ernest B. Lent, and THE NATIONAL BANK OF COMMERCE OF SEATTLE, Co-Executor of the Estate of Ernest B. Lent, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration in hand paid, convey and quit claim to HAROLD D. LENT and L. IRENE LENT, his wife, and THEODORE C. BLOMBERG and MARIAN J. BLOMBERG, his wife, the following described real estate, situated in the County of Kitsap, State of Washington:

Parcel 1 The North 8 feet of Lot 19, and all of Lots 20, 21, 22 and 23, of Joseph Daly's Garden Tracts, Volume 4 of Plats, page 11.

Parcel 2 The South ~~34~~ ^{40 E.M.S.} feet of Lot 2 and all of Lots 3, 4 and 5 in Supplemental Plat of Bay View Garden Tracts, Volume 5 of Plats, page 19, also any right to the tidelands and waterfront area fronting and abutting on the natural watercourse or ravine along the easterly portion of Lot 19, Supplemental Plat of Bay View Garden Tracts and fronting on the East 25 feet of said Lot 19.

Parcel 3 East half of the following described property: Commencing at a point 430 feet West and 772.96 feet North of the Southeast corner of Lot 1, Section 14, Township 24 North, Range 1 East, W.M., thence North 66 feet, thence West 330 feet, thence South 66 feet, thence East 330 feet, to the point of beginning, containing one half acre more or less, subject to all existing roadways.

Situated in Kitsap County, Washington.

In Warranty Deed recorded under Auditor's File No. 353788, recorded in Volume 303 of deeds, page 213,

NO. 4366
KITSAP COUNTY
TRANSACTION EXCISE TAX

AUG 2 1985

PAID
AMOUNT *None*
COUNTY TREASURER
BY *[Signature]*

8508020132

REC-348FR 564
NO. 63799
KITSAP COUNTY
TRANSACTION EXCISE TAX

PAID APR 18 1967

AMOUNT 53376
COUNTY TREASURER
BY *[Signature]*

VOL 887 PAGE 394

records of Kitsap County, the City of Bremerton makes the following reservation affecting Lots 22 and 23, Joseph Daly's Garden Tracts, and Lots 4 and 5, East half of Lot 3, and East half of South 40 feet of Lot 2, Supplemental Plat of Bay View Garden Tracts, Kitsap County, Washington:

RESERVING, however, to the City of Bremerton, an easement to maintain and keep in repair the sewer pipe now installed across or on said lots, and grantor particularly reserves the sewer easements granted to the city of Bremerton by Duncan J. Clark and wife on July 10, 1939, and recorded in Volume 258 of deeds on pages 67 and 68, records of Kitsap County Auditor's File Nos. 305862 and 305863; and also sewer pipe easement dated March 12, 1940, recorded in Volume 260 of deeds, page 272, Kitsap County Auditor's File No. 308382.

DATED this 28th day of December, 1966.

Ethel M. Lent
Ethel M. Lent

The National Bank of Commerce of
Seattle

By S. M. Davis
S. M. Davis, Trust Officer
By C. H. Olwang
C. H. Olwang, Vice President



8508020132

REEL 348FR 565
VOL 887 PAGE 395

STATE OF WASHINGTON

COUNTY OF Kitsap

ss.

On this 3rd day of December, 1966, personally appeared before me ETHEL M. LENT, to me known to be the individual and Co-Executrix of the Estate of Ernest B. Lent, described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, in her individual capacity and as such Co-Executrix, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

[Signature]
Notary Public in and for the State
of Washington, residing at Bremerton



STATE OF WASHINGTON

County of KING

ss.

On this 28th day of December, A. D. 1966, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared C. H. Olsung and S. M. Davis to me known to be the Vice President and Trust Officer ~~S. M. Davis~~, respectively, of as Co-Executor the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that the were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Margaret J. Fry
Notary Public in and for the State of Washington
residing at Seattle

(Acknowledgment by Corporation, Washington Title Insurance Company, Form L 29)

(NOTARIAL SEAL)

8508020132

3

REC-3487 566
VOL. 887 PAGE 396



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of Land Title Co E-48626/5723

THIS SPACE RESERVED FOR RECORDER'S USE

FILED FOR RECORD
LAND TITLE COMPANY

1985 AUG -2 PM 2:08

SHERIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY *[Signature]*

8508020136

NAME Mr. and Mrs. E. Paul McConkeyADDRESS 1343 Lower Marine DriveCITY AND STATE Bremerton, Wa. 98312STATUTORY
WARRANTY DEED

THE GRANTOR THEODORE C. BLOMBERG AND MARIAN J. BLOMBERG, husband and wife

for and in consideration of TEN (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to F. PAUL McCONKEY and MARGARET M. McCONKEY, husband and wife

the following described real estate, situated in the County of K I T S A P, State of Washington:

ATTACHED HERETO AS EXHIBIT "A" AND BY REFERENCE IS MADE A PART HEREOF:

NO. *4364*
KITSAP COUNTY
TRANSACTION EXCISE TAXAUG 2 1985 *02*PAID
AMOUNT *6600*
COUNTY TREASURER
[Signature]

Dated AUGUST 1, 19 85

Theodore C. Blomberg
Theodore C. Blomberg
Marian J. Blomberg
Marian J. Blomberg

By _____

By _____

STATE OF WASHINGTON
COUNTY OF _____ } ss.STATE OF WASHINGTON
COUNTY OF _____ } ss.On this day personally appeared before me
Theodore C. Blomberg & Marian J. Blomberg.to me known to be the individual described in and who
executed the within and foregoing instrument, and acknowl-
edged that they
signed the same as their
free and voluntary act and deed, for the uses and purposes
therein mentioned.On this _____ day of _____,
19____, before me, the undersigned, a Notary Public in and
for the State of Washington, duly commissioned and sworn,
personally appeared _____and _____
to me known to be the _____ President
and _____ Secretary, respectively, ofthe corporation that executed the foregoing instrument, and
acknowledged the said instrument to be the free and volun-
tary act and deed of said corporation, for the uses and pur-
poses therein mentioned, and on oath stated that __________ authorized to execute the said
instrument and that the seal affixed is the corporate seal of
said corporation.Witness my hand and official seal hereto affixed the day and
year first above written.Notary Public in and for the State of Washington, residing
at _____GIVEN under my hand and official seal this
1st day of August, 19 85*Robert C. Hoop*
Notary Public in and for the State of Washington, residing
at *West Orchard*

SAFECO Stock No. WATL-0003 (Rev. 3-84)

8508020136

REEL 348FR 570

EXHIBIT "A"

DESCRIPTION: Order No.: E-48626

PARCEL I:

The South 40 feet of Tract 2 and all of Tracts 3, 4 and 5, Supplemental Plat of Bay View Garden Tracts, City of Bremerton, Volume 5 of Plats, page 19, records of Kitsap County, Washington.

PARCEL II:

The North 8 feet of Lot 19, and all of Lots 20, 21, 22 and 23 of Joseph Daly's Garden Tracts, City of Bremerton, Volume 4 of Plats, page 11, records of Kitsap County, Washington;
EXCEPT that portion of said Lot 23 lying North of the following described line:

Beginning at the Northeast corner of Thompson Drive being 120.25 feet, more or less North of the Southwest corner of Lot 1, Supplemental Plat of Bay View Garden Tracts, Volume 5, page 19, records of Kitsap County, Washington; thence South along the East margin of Thompson Drive 66 feet to the True Point of Beginning of the line herein described; thence South 89°49'45" East, parallel to the South line of said Lot 1 and the Easterly projection thereof 280.00 feet, more or less to the West margin of Pennsylvania Avenue and the terminus of said line.

PARCEL III:

Tracts 1 and 2, EXCEPT the South 40 feet of said Tract 2, as measured parallel along the South line thereof, Supplemental Plat of Bay View Garden Tracts, City of Bremerton, as per plat recorded in Volume 5 of Plats, page 19; records of Kitsap County, Washington;
EXCEPT that portion of Tract 1 lying North of the following described line:

Beginning at the Northeast corner of Thompson Drive being 120.25 feet, more or less North of the Southwest corner of Lot 1, Supplemental Plat of Bay View Garden Tracts, Volume 5, page 19, records of Kitsap County, Washington; thence South along the East margin of Thompson Drive 66 feet to the True Point of Beginning of the line herein described; thence South 89°49'45" East, parallel to the South line of said Lot 1 and the Easterly projection thereof, 280.00 feet, more or less to the West margin of Pennsylvania Avenue and the terminus of said line.

PARCEL IV:

The East half, EXCEPT any portion within Thompson Drive of the following described property:

Commencing at a point 430 feet West and 772.96 feet North of the Southeast corner of Lot 1, Section 14, Township 24 North, Range 1 East, W.M., City of Bremerton, records of Kitsap County, Washington; thence North 66 feet; thence West 330 feet; thence South 66 feet; thence East 330 feet, to the Point of Beginning.

8508020136

REEL 348FR 571

SAID REAL ESTATE IS SUBJECT TO:

Easement recorded under Recording Nos. 305862 and 305863 for sewer pipes, affects Parcels II and V; Easement for sewer as disclosed by instrument recorded under Recording Nos 308382 and 353788, affects Parcels II and V; Easement as granted by instrument recorded under Recording No. 476954 for sewer, affects parcels II and V; Easement for driveway as disclosed by instrument recorded under Recording No. 565812, affects Parcels III and V; Easement for sewer pipes as disclosed by document recorded under Auditor's File No. 565812, affects Parcels III and V; Easement for multiple purposes as disclosed by instrument recorded under Recording No. 336749. Modified by Quit Claim Deed recorded under Auditor's File No. 1083084; Terms and conditions of Assignment of Easement Rights recorded under Auditor's File No. 8011210136; Easement for sewer pipes as granted by instrument recorded under Auditor's File No. 8311010093 affects Parcel I and II; General Easement Agreement recorded under Recording No. 8311010094 affects Parcels I through IV.

8508020136

REEL 348FR 572



LAND TITLE COMPANY

Filed for Record at Request of LAND TITLE COMPANY
PO-1768EL E-82103-3

When Recorded Return to:

NAME WILLIAM J. SESKO and NATACHA A. SESKO

ADDRESS 3536 ARSENAL WAY

CITY, STATE, ZIP BREMERTON, WA 98312

THIS SPACE PROVIDED FOR RECORDER'S USE

KITSAP COUNTY
\$7.00
FILED-BY: LAND TITLE COMPANY
SEP 1, 1992, 1:11 PM
KAREN FLYNN, AUDITOR
CLERK: COMITALE

A.F. #: 9209010151
REEL 8668 FR 8875

E-8403

STATUTORY WARRANTY DEED

THE GRANTOR F. PAUL MCCONKEY and MARGARET M. MCCONKEY husband and wife

for and in consideration of TEN DOLLARS & OTHER VALUABLE CONSIDERATION

In hand paid, conveys and warrants to WILLIAM J. SESKO and NATACHA A. SESKO husband and wife

the following described real estate, situated in the County of KITSAP
Washington:

State of

That portion of Lots 22 and 23, Joseph Daly Garden Tracts, Volume 4 of Plats, Page 11, records of Kitsap County, Washington and Lot 1, Supplemental Plat of Bayview Garden Tracts, Volume 5 of Plats, Page 19, records of Kitsap County, Washington, described as follows:

Beginning at the Southeast corner of said Lot 23; thence South 0°05'00" East along the East line of said Lot 22, a distance of 14.53 feet; thence North 87°32'34" West, 115.21 feet more or less, to the West line of the East 115.68 feet as measured along the North line of said Lot 22; thence North 23°05'05" East, more or less to the Government meander line; thence South 75°08'51" East, along said meander line, 86.11 feet, to the Northeast corner of said Lot 1; thence South 26°33'54" West, 34.29 feet, more or less to the North line of said Lot 23; thence South 76°45'08" East, along said North line, 48.23 feet; to the Northeast corner of said Lot 23; thence South 0°05'00" East, along the East line of said Lot 23, a distance of 158.66 feet more or less to the Point of Beginning;

TOGETHER WITH tidelands of the first class abutting and in front of said property, lying East of the projection North of the West line of the above described property.

SUBJECT TO matters of record as attached on Exhibit "A" which by reference becomes a part hereto.

Dated AUGUST 17, 1992

F. PAUL MCCONKEY

MARGARET M. MCCONKEY

STATE OF WASHINGTON
COUNTY OF KITSAP

STATE OF WASHINGTON
COUNTY OF KITSAP

On this day personally appeared before me

F. PAUL MCCONKEY and
MARGARET M. MCCONKEY

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same as their

free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
17TH day of AUGUST 1992

Notary Public in and for the State of Washington, residing at
PORT ORCHARD

My commission expires: 5/04/94

On this day of

1992 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

and to me known to be the President and Secretary, respectively, of

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that

authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at

Filed for Record at the Request of:

When Recorded, Return to:
City of Bremerton Fire Department
817 Pacific Avenue
Bremerton, WA 98337



SUPERIOR COURT JUDGMENT

PROPERTY OWNER: SESKO, WILLIAM AND NATACHA

ASSIGNEE: BREMERTON, CITY OF

**LEGAL DESCRIPTION: DALYS GARDEN TRACTS LOTS 22 AND 23 (Add'l
Legal on Page 1)**

ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER: 3741-000-022-0101

PARCEL #3741-000-022-0101

DALYS GARDEN TRACTS THAT PORTION OF LOTS 22 AND 23, JOSEPH DALY GARDEN TRACTS, VOLUME 4 OF PLATS, PAGE 11, RECORDS OF KITSAP COUNTY, WASHINGTON AND LOT 1, SUPPLEMENT PLAT OF BAYVIEW GARDEN TRACTS, VOLUME 5 OF PLATS, PAGE 19, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 23 THENCE SOUTH 0°05'00" EAST ALONG THE EAST LINE OF SAID LOT 22, A DISTANCE OF 14.53 FEET; THENCE NORTH 87°32'34" WEST, 115.21 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST 115.08 FEET AS MEASURED ALONG THE NORTH LINE OF SAID LOT 22; THENCE NORTH 232.05 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE; THENCE SOUTH 75°08'51" EAST, ALONG SAID MEANDER LINE, 86.11 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 26°33' 54" WEST, 34.29 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID LOT 23; THENCE SOUTH 76°45'08" EAST, ALONG SAID NORTH LINE, 48.23 FEET, TO THE NORTHEAST CORNER OF SAID LOT 23; THENCE SOUTH 0°05'00" EAST, ALONG THE EAST LINE OF SAID LOT 23, A DISTANCE OF 158.66 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; TOGETHER WITH TIDELANDS OF THE FIRST CLASS ABUTTING AND IN FRONT OF SAID PROPERTY, LYING

EAST OF THE PROJECTION NORTH OF THE WEST LINE OF THE ABOVE
DESCRIBED PROPERTY.

 200110020401
Page: 2 of 7
BREMERTON FIRE DEPT JMENT \$14.00 18/02/2001 02:10P
Kitsap Co, WA

CP 151

FILED
KITSAP COUNTY

MAY 18 1998

MAY 3 1 57 PM '98

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

BY

THE CITY OF BREMERTON, a
municipal corporation,

Plaintiff,

v.

WILLIAM SESKO and NATACHA
SESKO, and their marital
community,

Defendants.

NO. 97-2-01749-3

JUDGMENT GRANTING
INJUNCTIVE RELIEF

THIS MATTER having come on regularly for hearing before the undersigned, plaintiff appearing through its counsel, Jane R. Koler of Casey & Pruzan, defendant appearing pro se, the Court having heard the evidence of plaintiff in support of the Complaint herein, having heretofore entered its Findings of Fact and Conclusions of Law and being advised in the premises, it is

ORDERED, ADJUDGED AND DECREED:

1. The City of Bremerton is entitled to a mandatory injunction requiring abatement of the nuisance on the Seskos property located at 1701 Pennsylvania Avenue, Bremerton, Washington.

JUDGMENT GRANTING INJUNCTIVE RELIEF
Page 1



BREMERTON FIRE DEPT

JMENT \$14.00

200110020401
Page: 3 of 7
10/02/2001 02:10P
Kitsap Co, WA

LAW OFFICES
CASEY & PRUZAN
18TH FLOOR PACIFIC BLDG.
720 THIRD AVENUE
SEATTLE, WA 98104-1888

COPY

CP 152

1
2
3
4
5
6
7
8
9
10
11
12

2. The Seskos shall clean up the property located at 1701 Pennsylvania Avenue, Bremerton, Washington within 120 days, or by ~~August 12~~ ^{SEP 7}, 1998, by removing all objects, structures and materials stored on the property. They shall remove, or cause to be removed, all old airplanes, dilapidated vehicles, including boats, buses, and cars, tires, rusty tanks, rusty machine parts, junk piers, wooden pallets, concrete chunks, modular buildings, metal debris, storage tanks, old signs, the building on sled runners, old boats, a rusty barge, storage tanks, pontoons, rusty breakwater float, mattresses, styrofoam floats, portable buildings, a crane, rusty metal objects, metal scraps, and wood scraps. All things collected on the property must be removed.
3. The Seskos shall not use this property as a storage facility and cannot store objects of any kind on the property.
4. The City of Bremerton needs to facilitate the cleanup of the property by issuing any necessary permits to authorize removal of the objects from the property.
5. In ordering the Seskos to clean up their property, it is necessary to distinguish between the abatement of the nuisance and the cleanup of toxic contaminants. This order in no way obligates the Seskos to clean up toxic contaminants on the property. The Seskos are not required to eliminate or

200110020401
Page: 4 of 7
18/02/2001 02:10P
JMENT \$14.66 Kitsap Co, WA
BREMERFON FIRE DEPT

25

JUDGMENT GRANTING INJUNCTIVE RELIEF
Page 2

COPY

LAW OFFICES
CASEY & PRUZAN
18TH FLOOR PACIFIC BLDG.
720 THIRD AVENUE
SEATTLE, WA 98104-1808

1 secure the concrete pit on their property. The Seskos cannot store objects
2 in the concrete pit on their property.

3
4 6. This Court will maintain jurisdiction over this case until the cleanup is
5 accomplished.

6 Dated this 8th day of May, 1998.

7
8
9
10 JAY B. ROOF, JUDGE
11

12
13
14 Presented by:
15 CASEY & PRUZAN

16 Jane Koler
17 Jane Koler, WSBA No. 13541
18 Attorney for Plaintiff

19
20 Copy received; Notice of
21 presentation waived:

22 William S. Sesko
23 William Sesko, Pro Se

24 JUDGMENT GRANTING INJUNCTIVE RELIEF
25 Page 3



BREMERTON FIRE DEPT

JMENT

\$14.00

Kitsap Co, WA

200110020401

Page: 5 of 7

10/02/2001 02:10P

LAW OFFICES
CASEY & PRUZAN
10TH FLOOR PACIFIC BLDG.
720 THIRD AVENUE
SEATTLE, WA 98104-1888

COPY

RECEIVED AND FILED
IN OPEN COURT

DEC 15 2000

DEAN C. LOGAN
KITSAP COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

CITY OF BREMERTON, a
Washington Municipal corporation,

Plaintiffs,

vs.

WILLIAM SESKO and NATACHA
SESKO, and their marital
Community,

Defendar.

NO. 97 2 01749 3

~~PROPOSED~~ ORDER CLARIFYING
JUDGMENT



200110020401

Page: 6 of 7

10/02/2001 02:10P

BREMERTON FIRE DEPT

JMENT \$14.00 Kitsap Co, WA

THIS MATTER having come on regularly for hearing before the undersigned, plaintiff
appearing through its counsel, David B. St.Pierre, City of Bremerton Assistant City Attorney,
defendants appearing pro se, the Court having reviewed the files and documents submitted, heard the
arguments of the parties and being advised in the premises,

COPY

ORDER
CLARIFYING JUDGMENT

City of Bremerton
Legal Department
239 4th Street

1 **THE COURT FINDS:**

2 That the dates of Defendants' compliance with the May 8, 1998 Judgment of this court have all
3 passed during the pendency of Defendants' unsuccessful appeal of the Judgment,
4 and it is
5


6 **ORDERED, ADJUDGED AND DECREED:**

7 That the May 8, 1998, JUDGMENT GRANTING INJUNCTIVE RELIEF, is hereby clarified
8 to authorize:
9

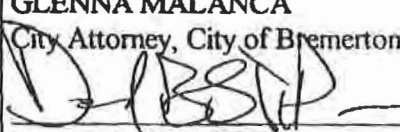
- 10 1. the City of Bremerton and its contractors to IMMEDIATELY enter the Defendant's property
11 at 1701 Pennsylvania Avenue, Bremerton Washington, to ~~remove~~ ^{PREPARE FOR CONTRACT BIDDING} all objects and vehicles on
12 the property. ^{AUTHORITY TO REMOVE SUCH PROPERTY SHALL BEGIN ON JANUARY 3, 2000.} This authority to enter and remove objects, boats, and vehicles from the
13 Defendants' property will continue until the nuisance has been abated; and
14
- 15 2. the City of Bremerton to impose a lien on Defendants' property to collect sums incurred to
16 clear off the property and if any object, boat, or vehicle on the property has salvage value, then
17 the City of Bremerton must credit the salvage value of such object, boat, or vehicle against
18 charges imposed for the removal of goods.

19 Dated this 19th day of December, 2000.

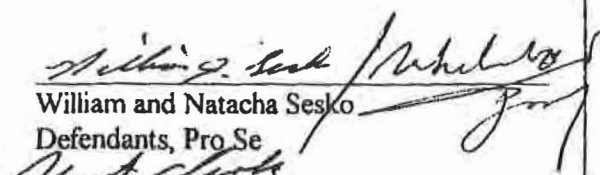
COPY

21 
22 JAY B. ROOF, Judge

23 Copy Received: *approved as to the form*

24 Presented by:
25 GLENNA MALANCA
26 City Attorney, City of Bremerton
27 
28 DAVID B. ST. PIERRE, WSBA # 27888
Assistant City Attorney, Attorney for Plaintiff

ORDER
CLARIFYING JUDGMENT

29 
30 William and Natacha Sesko
Defendants, Pro Se

Amie Clark
WSB # 22543
Special Appearance

City of Bremerton
Legal Department
239 4th Street
Bremerton, WA
(360) 478-2345
(360) 478-5161 FAX

